SUPERIOR COURT
MANDATORY ARBITRATION RULES (MAR) & (LMAR)

Effective July 1, 1980
Including Amendments Received Through
September 1, 2002

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I. SCOPE AND PURPOSE OF RULES

MAR RULE 1.1

APPLICATION OF RULES

These arbitration rules apply to mandatory arbitration of civil actions under RCW 7.06. These rules do not apply to arbitration by private agreement or to arbitration under other statutes, except by stipulation under rule 8.1.

LMAR RULE 1.1

APPLICATION OF RULES-PURPOSE AND DEFINITIONS

(a) Purpose. The purpose of mandatory arbitration of civil actions under RCW 7.06 as implemented by the Mandatory Arbitration Rules is to provide a simplified and economical procedure for obtaining the prompt and equitable resolution of disputes involving claims subject to arbitration by state law. The Mandatory Arbitration Rules as supplemented by these local rules are not designed to address every question which may arise during the arbitration process, and the rules give considerable discretion to the arbitrator. The arbitrator should not hesitate to exercise that discretion. Arbitration hearings should be informal and expeditious, consistent with the purpose of the statutes and rules.

(b) "Director" Defined. In these rules, "Director" means the Director of Arbitration for the King County Superior Court. The appointment of the Director and other administrative matters are addressed in Local rule 8.6, Administration.
(Amended effective June 10, 1982.)

MAR RULE 1.2

MATTERS SUBJECT TO ARBITRATION

A civil action, other than an appeal from a court of limited jurisdiction, is subject to arbitration under these rules if the action is at issue in a superior court in a county which has authorized mandatory arbitration under RCW 7.06, if (1) the action is subject to mandatory arbitration as provided in RCW 7.06,(2) all parties, for purposes of arbitration only, waive claims in excess of the amount authorized by RCW 7.06, exclusive of attorney fees, interest and costs, or (3) the parties have stipulated to arbitration pursuant to rule 8.1.
[Amended effective September 1, 1984; September 1, 1989]

LMAR RULE 1.2

MATTERS SUBJECT TO ARBITRATION
(no local rule]

MAR RULE 1.3

RELATIONSHIP TO SUPERIOR COURT JURISDICTION AND OTHER RULES

(a) Superior Court Jurisdiction. A case filed in the superior court remainsunder the jurisdiction of the superior court in all stages of the proceedings, including arbitration. Except for the authority expressly given to the arbitrator by these rules, all issues shall be determined by the court.

(b) Which Rules Apply.

(1) Generally. Until a case is assigned to the arbitrator under rule 2.3, the rules of civil procedure apply. After a case is assigned to the arbitrator, these arbitration rules apply except where an arbitration rule states that a civil rule applies.

(2) Service. After a case is assigned to an arbitrator, all pleadings and other papers shall be served in accordance with CR 5 and filed with the arbitrator.

(3) Time. Time shall be computed in accordance with CR 6(a) and (e).

(4) Voluntary Dismissal. The arbitrator shall have the power to dismiss an action, under the same conditions and with the same effect as set forth in CR 41(a), at any time prior to the filing of an award.

[Amended effective September 1, 1989; September 1, 1991]

LMAR RULE 1.3

RELATIONSHIP TO SUPERIOR COURT JURISDICTION AND OTHER RULES-MOTIONS

All motions before the court relating to mandatory arbitration shall be noted on the civil motions calendar in accordance with Local Civil Rule 12, except as otherwise provided in these arbitration rules.

II. TRANSFER TO ARBITRATION AND ASSIGNMENT OF ARBITRATOR

MAR RULE 2.1

TRANSFER TO ARBITRBTION

The point at which a cage is transferred to arbitration and the procedures for accomplishing the transfer to an arbitration calendar shall be established by local rule adopted in accordance with rule 8.2.

LMAR RULE 2.1

TRANSFER TO ARBITRATION

(a) Statement of Arbitrability. A party believing a case to be suitable for mandatory arbitration pursuant to MAR 1.2 shall promptly file a statement of arbitrability upon a form prescribed by the Court. After the date indicated on the case schedule has passed, a statement of arbitrability may be filed only by leave of the Court upon showing of good cause.

(b) Response to a Statement of Arbitrability.

(1) Within 14 days after the statement of arbitrability is served and filed, a party who objects to the statement of arbitrability, on the grounds that the objecting party's own claim or counterclaim is not arbitrable, shall serve and file a response on a form prescribed by the Court. If such a response is timely served and filed, the matter shall be administratively removed from arbitration. In the absence of such timely response, the statement of arbitrability shall be deemed correct. A party who fails to serve and file a response within the time prescribed may later do so only upon leave of Court for good cause shown.

(2) A party who object to a statement of arbitrability on the ground that a claim of the party who filed the statement is not subject to arbitration shall note a motion pursuant too LMAR 1.3

(c) Failure to File-Amendments. A party may amend or withdraw a statement of arbitrability or response at any time before assigment of an arbitator and thereafter only upon leave of the Court for good cause shown.

(d) By Stipulation. A case in which all parties file a stipulation to arbitrate under MAR 8.1(b) will be placed on the arbitration calendar regardless of the nature of the case or amount in controversy, provided the stipulation is filed before the deadline for filing the statement of arbitrability or, thereafter, by leave of the Court.

[Amended September 1, 1981; amended effective June 10, 1982; January 1, 1990; September 1, 1992.]

MAR RULE 2.2

COURT MAY DETERMINE ARBITRABILITY

(a) Generally. The court may, on its own motion or on motion of a party, determine whether a case is actually subject to arbitration under RCW 7.06.020

and rule 1.2 and may accordingly order a case transferred to or from the arbitration calendar. Only in extraordinary circumstances after a case has been assigned to an arbitrator under rule 2.3 will the court order a case returned from the arbitration calendar to the trial calendar.

(b) Effect on Right to Appeal. If a party asserts a claim which disqualifies a case for arbitration but the court nevertheless orders a transfer to arbitration under section (a), any party is deemed aggrieved under rule 7.1 if the arbitrator awards less than the party's original claim.

LMAR RULE 2.2 COURT MAY DETERMINE ARBITRABILITY

[no local rule]

MAR RULE 2.3

ASSIGNMENT TO ARBITRATOR

(a) Generally. The parties may select an arbitrator by stipulation. If an arbitrator is not chosen by stipulation within 14 days after a case has been placed on the arbitration calendar, the court shall promptly select an arbitrator and notify the arbitrator and the parties of the assignment. The case is deemed assigned for purposes of rule 1.3 upon the final selection of the arbitrator under this rule.

(b) Communication With Potential Arbitrator Restricted. The restrictions on communication defined by rule 4.1 apply to communication with a person under consideration as a possible arbitrator in a case.

LMAR RULE 2.3

ASSIGNMENT TO ARBITRATOR

(a) Generally; Stipulations. When a case is set for arbitration, a list of five proposed arbitrators will be furnished to the parties. A master list of arbitrators will be made available on request. The parties are encouraged to stipulate to an arbitrator. In the absence of a stipulation, the arbitrator will be chosen from among the five proposed arbitrators in the manner defined b this rule.

(b) Response by Parties. Each party may, within 14 days after a list of proposed arbitrators is furnished to the parties, nominate one or two arbitrators and strike two arbitrators from the list. If both parties respond, an arbitrator nominated by both parties will be appointed. If no arbitrator has been nominated by both parties, the Director will appoint an arbitrator from among those not stricken by either party.

(c) Response by Only One Party. If only one party responds within 14 days, the Director will appoint an arbitrator nominated by that party.

(d) No Response. If neither party responds within 14 days, the Director will appoint one of the five proposed arbitrators.

(e) Additional Arbitrators for Additional Parties. If there are more than two adverse parties, at least two additional proposed arbitrators shall be added to the list with the above principles of selection to be applied. The number of adverse parties shall be determined by the Director, subject to review by the Presiding Judge. [Amended September 1, 1981.]

III. ARBITRATORS

MAR RULE 3.1

QUALIFICATIONS

Unless otherwise ordered or stipulated, an arbitrator must be a member of the Washington State Bar Association who has been admitted to the Bar for a minimum of 5 years, or who is a retired judge. The parties may stipulate to a non-lawyer arbitrator.

To qualify as an arbitrator, a person must sign and file an oath of office, either to serve in a particular case, or as a member of a panel of arbitrators.

LMAR RULE 3.1

QUALIFICATIONS

(a) Arbitration Panel. There shall be a panel of arbitrators in such numbers as the administrative committee may from time to time determine. A person desiring to serve as an arbitrator shall complete an information sheet on the form prescribed by the Court. A list showing the names of arbitrators available to hear cases and the information sheets will be available for public inspection in the Director's office. The oath of office on the form prescribed by the Court must be completed and filed prior to an applicant being placed on the panel.

(b) Refusal; Disqualification. The appointment of an arbitrator is subject to the right of that person to refuse to serve. An arbitrator must notify the Director immediately if refusing to serve or if any cause exists for the arbitrator's disqualification from the case upon any of the grounds of interest, relationship, bias or prejudice set forth in CJC Canon 3(c) governing the disqualification of Judges. If disqualified, the arbitrator must immediately return all materials in a case to the Director.

MAR RULE 3.2

AUTHORITY OF ARBITRATORS

An arbitrator has the authority to:

(1) Decide procedural issues arising before or during the arbitration hearing, except issues relating to the qualifications of an arbitrator;
(2) Invite, with reasonable notice, the parties to submit trial briefs;
(3) Examine-any site or object relevant to the case;
(4) Issue a subpoena under rule 4.3;
(5) Administer oaths or affirmations to witnesses;
(6) Rule on the admissibility of evidence under rule 5.3;
(7) Determine the facts, decide the law, and make an award;
(8) Perform other acts as authorized by these rules or local rules adopted and filed under rule 8.2.

Motions for involuntary dismissal, motions to change or add parties to the case, and motions for summary judgment shall be decided by the court and not by the arbitrator.
[Amended effective September 1, 1989; September 1, 1994.]

LMAR RULE 3.2

AUTHORITY OF ARBITRATORS

An arbitrator has the authority to:

(a) Determine the time, place and procedure to present a motion before the arbitrator.
(b) Require a party or attorney advising such party or both to pay the reasonable expenses, including attorney's fees, caused by the failure of such party or attorney or both to obey an order of the arbitrator unless the arbitrator finds that the failure was substantially justified or that other circumstances make an award of expenses unjust. The arbitrator shall make a special award for such expenses and shall file such award with the Clerk of the Superior Court, with proof of service of a party on each party. The aggrieved party shall have 10 days thereafter to appeal the award of such expense in accordance with the procedures described in RCW 2.24.050. If within 10 days after the award is filed no party appeals, a judgment shall be entered in a manner described generally under MAR 6.3.
(c) Award attorney's fees as authorized by these rules, by contract or by law.
[Amended effective January 1, 1990; September 1, 1992]

IV. PROCEDURES AFTER ASSIGNMENT

MAR RULE 4.1

RESTRICTIONS ON COMMUNICATION BETWEEN ARBITRATOR AND PARTIES

No disclosure of any offers of settlement made by any party shall be made to the arbitrator prior to the announcement of the award. Neither counsel nor a party may communicate with the arbitrator except in the presence of, or on reasonable notice to, all other parties.

LMAR RULE 4.1

RESTRICTIONS ON COMMUNICATION BETWEEN ARBITRATOR AND PARTIES
[no local rule]

MAR RULE 4.2

DISCOVERY

After the assignment of a case to the arbitrator, a party may demand a specification of damages under RCW 4.28.360, may request from the arbitrator an examination under CR 35, may request admissions from a party under CR 36, and may take the deposition of another party, unless the arbitrator orders otherwise. No additional discovery shall be allowed, except as the parties may stipulate or as the arbitrator may order. The arbitrator will allow discovery only when reasonably necessary.

LMAR RULE 4.2

DISCOVERY

(a) In determining when additional discovery beyond that directly authorized by MAR 4.2 is reasonably necessary, the arbitrator shall balance the benefits of discovery against the burdens and expenses. The arbitrator shall consider the nature and complexity of the case, the amount in controversy, values at stake, the discovery that has already occurred, the burdens on the party from whom discovery is sought, and the possibility of unfair surprise which may result if discovery is restricted. Authorized discovery shall be conducted in accordance with the civil rules except that motions concerning discovery shall be determined by the arbitrator.

(**b) Discovery Pending at the Time Arbitrator is assigned.** Discovery

pending at the time the case is assigned to an arbitrator is stayed pending order from the arbitrator or except as the parties may stipulate or except as authorized by MAR 4.2. [Amended September 1, 1981)

MAR RULE 4.3

SUBPOENA

In accordance with CR 45, a lawyer of record or the arbitrator may issue a subpoena for the attendance of a witness at the arbitration hearing or for the production of documentary evidence at the hearing. A subpoena for discovery purposes may be issued only with the permission of the arbitrator or by stipulation.

LMAR RULE 4.3

SUBPOENA
[no local rule)

LMAR RULE 4.4

NOTICE OF SETTLEMENT

(a) Notice of Settlement. After any settlement that fully resolves all claims against all parties, the plaintiff shall, within five days or before the arbitration hearing, whichever is sooner, file and serve a written notice of settlement. The notice shall be filed with both the arbitrator and the Court. Where the notice cannot be filed with the arbitrator before the arbitration hearing, the plaintiff shall notify the arbitrator of the settlement by telephone prior to the hearing, and the written notice shall be filed and served within five days after the settlement.

(b) Form of Notice. The notice of settlement shall be in the following form:

NOTICE OF SETTLEMENT OF ALL CLAIMS AGAINST ALL PARTIES

Notice is hereby given that all claims against all parties in this action have been resolved. Any trials or other hearings in this matter may be stricken from the court calendar. This notice is being filed with the consent of all parties.

If an order dismissing all claims against all parties is not entered within 45 days after the written notice of settlement is filed, or within 45 days after the scheduled trial date, whichever is earlier, and if a certificate of settlement without dismissal is not filed as provided in LMAR 4.4(d), the case may be dismissed on the clerk's motion pursuant to LMAR 4.4(c).

_____ _____

Date Attorney for Plaintiff

_____

WSBA No.

(c) Dismissal on Clerk's Motion. If an order dismissing all claims against all parties is not entered within 45 days after the written notice of settlement is filed, or within 45 days after the scheduled arbitration hearing date, whichever is earlier, or if a certificate of settlement without dismissal is not filed as provided in section (d) below, the clerk will mail notice to the attorneys of record that the case will be dismissed by the court for want of prosecution unless within 14 days after the mailing a party makes a written application to the Court, showing good cause why the case should not be dismissed. If good cause is shown, the case may be reinstated to the original arbitrator for an additional 90 days or for such period of time as the Court may designate. If an order dismissing all, claims against all parties is not entered during that additional period of time, the court clerk shall issue another notice as described above.

(d) Settlement Without Dismissal. If the parties have reached a settlement fully resolving all claims against all parties, but wish to postpone dismissal beyond the period set forth in section (c) above, the parties may, within 30 days after filing the Notice of Settlement of Claims, file a Certificate of Settlement Without Dismissal in substantially the following form (or as amended by the Court):

CERTIFICATE OF SETTLEMENT WITHOUT DISMISSAL

I. BASIS

1.1 Within 30 days of filing of the Notice of Settlement of All Claims required by King County Local Rules for Mandatory Arbitration 4.4(a), the parties to the action may file a Certificate of Settlement Without Disissal with the Clerk of the Superior Court.

II. CERTIFICATE

2.1 The undersigned counsel for all parties certify that all claims have been resolved by the parties. The resolution has been reduced to writing and signed by every party and every attorney. Solely for the purpose of enforcing the settlement agreement, the Court is asked not to dismiss this action.

2.2 The original of the settlement agreement is in the custody of: _____

at: _____

2.3 No further Court action shall be permitted except for enforcement of the settlement agreement. The parties contemplate that the final dismissal of this action will be appropriate as

of: _____

Date: _____

III. SIGNATURES

_____	_____
Attorney for Plaintiff(s)	Attorney for Defendant(s)
WSBA No. _____	WSBA No. _____

IV. NOTICE

The filing of this Certificate of Settlement Without Dismissal with Clerk automatically cancels any pending due dates of the Case Schedule for this action, including the scheduled hearing date.

On or after the date indicated by the parties as appropriate for final dismissal, the Clerk will notify the parties by mail that the case will be dismissed by the Court for want of prosecution, unless within 14 days after the mailing a party makes a written application to the Court, showing good cause why the case should not be dismissed.

[Adopted effective Jan 1, 1990; amended effective September 1, 1992; September 1, 1993.]

V. HEARING

MAR RULE 5.1

NOTICE OF HEARING

The arbitrator shall set the time, date, and place of the hearing and shall give reasonable notice of the hearing date to the parties. Except by stipulation or for good cause shown, the hearing shall be scheduled to take place not sooner than 21 days, nor later than 63 days, from the date of the assignment of the case to the arbitrator. The hearing shall take place in appropriate facilities provided or authorized by the court.

LMAR RULE 5.1

NOTICE OF HEARING-TIME AND PLACE-CONTINUANCE

An arbitration hearing may be scheduled at any reasonable time and place chosen by the arbitrator. The arbitrator may grant a continuance without court order. The parties may stipulate to a continuance only with the permission of the arbitrator. The arbitrator shall give reasonable notice of the hearing date and any continuance to the Director.

MAR RULE 5.2

PREHEARING STATEMENT OF PROOF

At least 14 days prior to the date of the arbitration hearing, each party shall file with the arbitrator and serve upon all other parties a statement containing a list of witnesses whom the party intends to call at the arbitration hearing and a list of exhibits and documentary evidence, including but not limited to evidence authorized under rule 5.3(d). The statement shall contain a brief description of the matters about which each witness will be called to testify, and whether that testimony is anticipated to be proveided in writing, in person, or by telephone. Each party, upon request, shall make the exhibits and other documentary evidence available for inspection by other parties. A party failing to comply with this rule or failing to comply with a discovery order may not present at the hearing the witness, exhibit, or documentary evidence required to be disclosed or made available, except with the permission of the arbitrator. (Amended effective September 1, 1994)

LMAR RULE 5.2

PREHEARING STATEMENT OF PROOF-DOCUMENTS FILED WITH COURT

In addition to the requirements of MAR 5.2, each party shall also furnish the arbitrator with copies of pleadings and other documents contained in the court file which that party deems relevant.

MAR RULE 5.3

CONDUCT OF HEARING-WITNESSES-RULES OF EVIDENCE

(a) Witnesses. The arbitrator shall exercise reasonable control over the mode and order of interrogating witnesses and presenting evidence so as to (1) make the interrogation and presentation effective for the ascertainment of the facts, (2) avoid needless consumption of time, and (3) protect witnesses from harassment or undue embarrassment. In the discretion of the arbitrator, a witness may testify by telephone. A witness shall be placed under oath or affirmation by the arbitrator prior to presenting testimony, a violation of which oath shall be deemed a contempt of court in addition to any other penalties that may be provided by law. The arbitrator may question a witness.

(b) Recording. The hearing may be recorded electronically or otherwise by any party or the arbitrator.

(c) Rules of Evidence, Generally. The extent to which the Rules of Evidence will be applied shall be determined in the exercise of discretion of the arbitrator. The Rules of Evidence, to the extent determined by the arbitrator to be applicable,

should be liberally construed in order to promote justice. The parties should stipulate to the admission of evidence when there is no genuine issue as to its relevance or authenticity.

(d) Certain Documents Presumed Admissible. The documents listed below, if relevant, are presumed admissible at an arbitration hearing, but only if (1) the party offering the document serves on all parties a notice, accompanied by a copy of the document and the name, address and telephone number of its author or maker, at least 14 days prior to the hearing in accordance with MAR 5.2; and (2) the party offering the document similarly furnishes all other related documents from the same author or maker. This rule does not restrict argument or proof relating to the weight of the evidence admitted, nor does it restrict the arbitrator's authority to determine the weight of the evidence after hearing all of the evidence and the arguments of opposing parties. The documents presumed admissible under this rule are:

(1) A bill, report, chart, or record of a hospital, doctor, dentist, registered nurse, licensed practical nurse, physical therapist, psychologist or other health care provider, on a letter head or billhead;

(2) A bill for drugs, medical appliances or other related expenses on a letterhead or billhead;

(3) A bill for, or an estimate of, property damage on a letterhead or billhead. In the case of an estimate, the party intending to offer the estimate shall forward with the notice to the adverse party a statement indicating whether or not the property was repaired, and if it was, whether the estimated repairs were made in full or in part, attaching a copy of the receipted bill showing the items of repair and the amount paid; (4) A police, weather, wage loss, or traffic signal report, or standard United States government life expectancy table to the extent it is admissible under the Rules of Evidence, but without the need for formal proof of authentication or identification;

(5) A photograph, videotape, x-ray, drawing, map, blueprint or similar documentary evidence, to the extent it is admissible under the Rules of

Evidence, but without the need for formal proof of authentication or identification;

(6) The written statement of any other witness, including the written report of an expert witness, and including a statement of opinion which the witness would be allowed to express if testifying in person, if it is made by affidavit or by declaration under penalty of perjury;

(7) A document not specifically covered by any of the foregoing provisions but having equivalent circumstantial guaranties of trustworthiness, the admission of which would serve the interests of justice.

(e) Opposing Party May Subpoena Author or Maker as Witness. Any other party may subpoena the author or maker of a document admissible under this rule, at that party's expense, and examine the author or maker as if under cross examination.

[Amended effective September 1, 1989; September 1, 1994.]

LMAR RULE 5.3

CONDUCT OF HEARING-WITNESSES-RULES OF EVIDENCE

(a) Oath or Affirmation. The arbitrator shall place a witness under oath or affirmation before the witness presents testimony.

(b) Recording. The hearing may be recorded electronically or otherwise by any party or the arbitrator.

(c) Rules of Evidence, Generally. The Rules of Evidence, to the extent determined by the arbitrator to be applicable, should be liberally construed in accordance with Local Rule 1.1 (Application of Rules) to promote justice. The parties should stipulate to the admission of evidence when there is no genuine issue as to its relevance or authenticity.

(d) Certain Documents Presumed Admissible. The documents listed below, if relevant, are presumed admissible at an arbitration hearing, but only if (1) the party offering the document serves on all parties a notice, accompanied by a copy of the document and the name, address and telephone number of its author or maker, at least 14 days prior to the hearing in accordance with MAR 5.2; and (2) the party offering the document similarly furnishes all other parties with copies of all other related documents from the same author or maker. This rule does not restrict argument or proof relating to the weight of the evidence admitted, nor does it restrict the arbitrator's authority to determine the weight of the evidence after hearing all of the evidence and the arguments of opposing parties. The documents presumed admissible under this rule are:

(1) A bill, report, chart, or record of a hospital, doctor, dentist, registered nurse, licensed practical nurse, physical therapist, psychologist or other health care provider, on a letter head or billhead;

(2) A bill for drugs, medical appliances or other related expenses ona letterhead or billhead;

(3) A bill for, or an estimate of, property damage on a letterhead or billhead. In the case of an estimate, the party intending to offer the estimate shall forward with the notice to the adverse party a statement indicating whether or not the property was repaired, and if it was, whether the estimated repairs were made in full or in part, attaching a copy of the receipted bill showing the items of repair and the amount paid.

(4) A police, weather, wage loss, or traffic signal report, or standard United States government life expectancy table to the extent it is admissible under the Rules of Evidence, but without the need for formal proof of authentication or identification;

(5) A photograph, x-ray, drawing, map, blueprint or similar documentary evidence, to the extent it is admissible under the Rules of Evidence, but without the need for formal proof of authentication or identification;

(6) The written statement of any other witness, including, the written report of an expert witness, and including a statement of opinion which the witness would be allowed to express if testifying in person, if it is made by affidavit or by declaration under penalty of perjury;

(7) A document not specifically covered by any of the foregoing provisions but having equivalent circumstantial guarantees of trustworthiness, the admission of which would serve the interests of justice.

(e) Opposing Party May Subpoena Author or Maker as Witness. Any other party may subpoena the author or maker of a document admissible under this rule, at that party's expense, and examine the author or maker as if under cross examination.

MAR RULE 5.4

ABSENCE OF PARTY AT HEARING

The arbitration hearing may proceed, and an award may be made, in the absence of any party who after due notice fails to participate or to obtain a continuance. If a defendant is absent, the arbitrator shall require the plaintiff to submit the evidence required for the making of an award. In a case involving more than one defendant, the absence of a defendant does not preclude the arbitrator from assessing as part of the award damages against the defendant or defendants who are absent. The arbitrator, for good cause shown, may allow an absent party an opportunity to appear at a subsequent hearing before making an award. A party who fails to participate without good cause waives the right to a trial de novo.

LMAR RULE 5.4

ABSENCE OF PARTY AT HEARING

[no local rule]

VI. AWARD

MAR RULE 6.1

FORM AND CONTENT OF AWARD

The award shall be in writing and signed by the arbitrator. The arbitrator shall determine all issues raised by the pleadings, including a determination of any damages. Findings of fact and conclusions of law are not required.

LMAR RULE 6.1

FORM AND CONTENT OF AWARD

(a) Form. The award shall be prepared on the form prescribed by the court.

(b) Return of Exhibits. When an award is filed, the arbitrator shall return all exhibits to the parties who offered them during the hearing.

MAR RULE 6.2

FILING OF AWARD

Filing and Service of Award. Within 14 days after the conclusion of the arbitration hearing, the arbitrator shall file the award with the clerk of the superior court, with proof of service of a copy on each party. On the arbitrator's application in cases of unusual length or complexity, the arbitrator may apply for and the court may allow up to 14 additional days for the filing and service of the award. Late filing shall not invalidate the award. The arbitrator may file with the court and serve upon the parties an amended award to correct an obvious error made in stating the award if done within the time for filing an award or upon application to the superior court to amend. (Amended efective September 1, 1993; September 1, 1994)

LMAR RULE 6.2

FILING OF AWARD

(a) Extension of Time. A request by an arbitrator for an extension of time for the filing of an award under MAR 6.2 may be presented to the Director, ex parte. The Director may grant or deny the request, subject to review by the Presiding Judge. The arbitrator shall give the parties notice of any extension granted.

(b) Attorneys Fees. Any motion for actual attorney fees, whether pursuant to contract, statute, or recognized ground in equity, must be presented to the arbitrator, as follows:

(1) Any motion for an award of attorney fees must be submitted to the arbitrator and served on opposing counsel and the arbitration department within seven calendar days of filing of the award. There shall be no extension of this time.

(2) Any response to the motion for fees must be submitted to the arbitrator and served upon opposing counsel within seven calendar days after receipt motion.

(3) The arbitrator shall render a decision on the motion, in writing, within 14 days after the motion is made.

(4) The decision shall be filed and served on all parties and the arbitration department.

(5) A decision on attorney fees shall not extend the time for appeal of the original decision.

[Amended effective September 1, 1999]

MAR RULE 6.3

JUDGMENT ON AWARD

Judgment. If within 20 days after the award is filed no party has sought a trial de novo under rule 7.1, the prevailing party on notice as required by CR 54(f) shall present to the court a judgment on the award of arbitration for entry as the final judgment. A judgment so entered is subject to all provisions of law relating to judgments in civil actions, but it is not subject to appellate review and it may not be attacked or set aside except by a motion to vacate under CR 60. (Amended effective September 1, 1994)

LMAR RULE 6.3

JUDGMENT ON AWARD

(a) Presentation. A judgment on an award shall be presented to the Ex Parte Department, by any party, on notice in accordance with MAR 6.3.

MAR RULE 6.4

WITNESS FEES AND COSTS

witness fees and other costs provided for by statute or court rule in superior court proceedings shall be payable upon entry of judgment in the same manner

as if the hearing were held in court.

VII. TRIAL DE NOVO

MAR RULE 7.1

REQUEST FOR TRIAL DE NOVO

(a) Service and Filing. Within 20 days after the arbitration award is filed with the clerk, any aggrieved party not having waived the right to appeal may serve and file with the clerk a written request for a trial de novo in the superior court along with proof that a copy has been served upon all other parties appearing in the case. The 20-day period within which to request a trial de novo may not be extended. The request for trial de novo shall not refer to the amount of the award and shall be in the following form:

SUPERIOR COURT OF WASHINGTON
FOR [_____] COUNTY

_____,)	
Plaintiff,)	No. _____
)	
v.)	REQUEST FOR TRIAL DENOVO
_____,)	
Defendant.)	

TO: The clerk of the court and all parties:

Please take notice that __[name of aggrieved party]__ requests a trial de novo from the award filed __[date]__.

Dated: _____ _____
[Name of attorney for aggrieved party]

(b) Calendar. When a trial de novo is requested as provided in section (a), the case shall be transferred from the arbitration calendar in accordance with rule 8.2 in a manner established by local rule.

[Amended effective September 1, 1989]

LMAR RULE 7.1

REQUEST FOR TRIAL DE NOVO

(a) Assignment of Trial Date. If there is a request for a trial de novo, the Court will assign an accelerated trial date. A request for trial de novo may include a request for assignment of a particular trial date or dates, provided that the date or dates requested have been agreed upon by all parties and are between 60 and 120 days from the date the request for trial de novo is filed.

(b) Jury Demand. Any jury demand shall be served and filed by the appealing party along with the request for trial de novo, and by a non-appealing party within 14 calendar days after the. request for trial de novo is served on that party. If no jury demand is timely filed, it is deemed waived.

(c) Case Schedule. cases originally.governed by a Case Schedule pursuant to LR 4,4.1 or 4.1A will again become subject to a Case Schedule if a trial de novo is requested. Promptly after the request for trial de novo is filed, the court will mail to all parties a Notice of Trial Date together with an Amended Case Schedule, which will govern the case until the trial de novo. The Amended Case Schedule will include the following deadlines:

Weeks Before Trial

Discovery Cutoff
(LR 37(g):..... 7
Exchange of Witness and Exhibit Lists and Documentary Exhibits
(LR 16):..... 3
Deadline for Hearing Dispositive Pretrial Motions
(LR 56):..... 2 Joint Statement of Evidence
(LR 16):..... 1
Trial
(LR 40):..... 0

(d) Motion to Change Trial Date. No later than 21 days after the date of the Notice of Trial Date, any party may move to change the trial date, but no such motion will be granted unless it is supported by a showing of good cause. If a motion to change the trial date is made later than 21 days after the Notice of Trial Date, the motion will not be granted except under extraordinary circumstances where there is no alternative means of preventing a substantial injustice.

[Amended September 1, 1981; March 21, 1985; amended effective January 1, 1990; amended effective September 1, 1992.]

MAR RULE 7.2

PROCEDURE AFTER REQUEST FOR TRIAL DE NOVO

(a) Sealing. The clerk shall seal any award if a trial de novo is requested.

(b) No Reference to Arbitration; Use of Testimony.

(1) The trial de novo shall be conducted as though no arbitration proceeding had occurred. No reference shall be made to the arbitration award, in any pleading, brief, or other written, or oral statement to the trial court or jury either before or during the trial, nor, in a jury trial, shall the jury be informed that there has been an arbitration proceeding.

(2) Testimony given during the arbitration proceeding is admissible in subsequent proceedings to the extent allowed by the Rules of Evidence, except that the testimony shall not be identified as having been given in an arbitration proceeding.

(c) Relief Sought. The relief sought at a trial de novo shall not be restricted by RCW 7.06, local arbitration rule, or any prior waiver or stipulation made for purposes of arbitration.

(d) Arbitrator as Witness. The arbitrator shall not be called as a witness at the trial de novo.

[Amended effective September 1, 1989]

LMAR RULE 7.2

PROCEDURE AT TRIAL

The clerk shall seal any award if a trial de novo is requested.

MAR RULE 7.3

COSTS AND ATTORNEY FEES

The court shall assess costs and reasonable attorney fees against a party who appeals the award and fails to improve the party's position on the trial de novo. The court may assess costs and reasonable attorney fees against a party who voluntarily withdraws a request for a trial de novo. "Costs" means those costs provided for by statute or court rule. Only those costs and reasonable attorney fees incurred after a request for a trial de novo is filed may be assessed under this rule.

[Amended effective September 1, 1989]

LMAR RULE 7.3

COSTS AND ATTORNEY FEES

MAR 7.3 shall apply only to costs and reasonable attorney's fees incurred since the filing of the request for trial de novo. [Added September 1, 1981]

VIII. GENERAL PROVISIONS

MAR RULE 8.1

STIPULATIONS

(a) Generally. No agreement or consent between parties or lawyers relating to the conduct of the arbitration proceedings, the purport of which is disputed, will be regarded by the arbitrator unless the agreement or consent is made at the arbitration hearing, or unless the agreement or consent is in writing and signed by the lawyers or parties denying the same.

(b) To Arbitrate Other Cases. The parties may stipulate to enter into arbitration under these rules in a civil matter that would not otherwise be subject to arbitration under rule 1.2. A case transferred to arbitration by stipulation is subject to the arbitration rules in their entirety, except as otherwise agreed under section (a).

LMAR RULE 8.1

STIPULATIONS-EFFECT ON RELIEF GRANTED

If a case not otherwise subject to mandatory arbitration is transferred to arbitration by stipulation, the arbitrator may grant any relief which could have been granted if the case were determined by a Judge.

MAR RULE 8.2

LOCAL RULES

The arbitration rules may be supplemented by local superior court rules adopted and filed in accordance with CR 83.

LMAR RULE 8.2
[no local rule]
MAR RULE 8.3

EFFECTIVE DATE

These rules shall take effect on July 1, 1980, and shall apply to all cases in which trial has not commenced on the merits by July 1, 1980.

LMAR RULE 8.3

EFFECTIVE DATE

These rules become effective on October 1, 1980. With respect to civil cases pending on that date, if the case has not at that time received a trial date, or if the trial has been set for later than January 1. 1981, any party may serve and file a statement of arbitrability indicating that the case is subject to mandatory arbitration. If within 14 days no party files a response indicating the case is not subject to arbitration, the case will be transferred to the arbitration calendar. A case set for trial earlier than January 1, 1981, will be transferred to arbitration only on stipulation.

MAR RULE 8.4

TITLE AND CITATION

These rules shall be known and cited as the Superior Court Mandatory Arbitration Rules. MAR is the official abbreviation.

LMAR RULE 8.4

TITLE AND CITATION

These rules are known and cited as the King County Superior Court Mandatory Arbitration Rules. LMAR is the official abbreviation.

MAR RULE 8.5

STATUS OF COMMENTS

The comments to these rules have not been adopted by the Supreme Court. The comments are solely those of the Judicial Council.

[The Judicial Council Comments to the Mandatory Arbitration Rules (MAR) were deleted from the Rules of Court by order dated June 30, 1989.]

LMAR RULE 8.5

COMPENSATION OF ARBITRATOR

(a) Generally. Arbitrators shall be compensated in the same amount and manner as Judges pro tempore of the Superior Court. Hearing time and reasonable preparation time are compensable.

(b) Form. When the award is filed, the arbitrator shall submit to the Director a request for payment on a form prescribed by the court. The Director shall determine the amount of compensation to be paid. The decision of the Director will be reviewed by the Presiding Judge at the request of the arbitrator.

LMAR RULE 8.6

ADMINISTRATION

(a) The Presiding Judge shall designate a person to serve as Director of Arbitration. The Director, under the supervision of the Presiding Judge, shall supervise arbitration under these rules, and perform any additional duties which may be delegated by the Presiding Judge.

(b) There shall be an administrative committee composed of three Judges chosen by the Presiding Judge and three members of the Washington State Bar Association, one each chosen by the Seattle-King County Bar Association, the Washington Association of Defense Counsel, and the Washington State Trial Lawyers, Association. The members of the committee shall serve for staggered three year terms and may be reappointed.

(c) The administrative committee shall have the power and duty to:

(1) Select its chairperson and provide for its procedures;

(2) Appoint the panel of arbitrators provided in Rule 3.1(a);

(3) Remove a person from a panel of arbitrators;

(4) Establish procedures for selecting an arbitrator not inconsistent with the Mandatory Arbitration Rules or these rules;

(5) Review the administration and operation of the arbitration program periodically and make recommendations as it deems appropriate to improve the program.